

5030
1 BILL NO. S-77-10-33

2 SPECIAL ORDINANCE NO. S- 234-77

3 AN ORDINANCE approving a contract with
4 AMFED SERVICE CORP., for construction
5 of a sanitary sewer.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
7 FORT WAYNE, INDIANA:

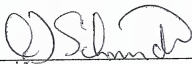
8 SECTION 1. That the contract dated October 19, 1977,
9 between the City of Fort Wayne, by and through its Mayor and
10 the Board of Public Works and AMFED SERVICE CORP., for:

11 Description of Sanitary Sewer Main #1:

12 Commencing at the existing Manhole #7 on the St. Joe Interceptor
13 sewer located approximately 2000' south of St. Joe Center Rd. and
14 west of the St. Joe River. The above-referenced manhole is also
15 Manhole #1 at Station 2 + 70 in the Papermill Bluffs, Section I
16 Sewer Project. Thence continuing northwesterly 68 degrees, 18
17 minutes, 35 seconds, a distance of 130' to Manhole #2 located at
18 Station 4 + 00; thence continuing northeasterly 21 degrees, 41
19 minutes, 25 seconds, a distance of 185' to Manhole #3 located at
20 Station 5 + 85; thence continuing northwesterly 54 degrees, 3
21 minutes, 43 seconds, a distance of 232.2' to Manhole #4 at Station
22 8 + 15; thence continuing north 51 degrees 18 minutes, 35 seconds
west, a distance of 440' to Manhole #5 at Station 12 + 55. Said
Manhole also located approximately 20' south of the northeast
corner of Lot 26, Papermill Bluffs, Section I. Thence continuing
northwesterly a distance of 400' to Manhole #6 at Station 16 + 55,
said Manhole located approximately 35' southwest of the northeast
corner of Lot 31. Thence northerly 190' to Manhole #7 located
approximately 30' west of the northwest corner of Lot 32; thence
northwesterly 300' to Manhole #8 at Station 21 + 45, said Manhole
located 20' west of the south property corner of Lot 68. Said
Manhole #8 terminates Sanitary Sewer Main #1.

23 for a total cost of \$45,637.50, of which the City of Fort Wayne
24 will pay for oversizing \$24,575.00, all as more particularly set
25 forth in said contract which is on file in the Office of the
26 Board of Public Works and is by reference incorporated herein,
27 made a part hereof and is hereby in all things ratified, confirm-
28 ed and approved.

29 SECTION 2. This Ordinance shall be in full force and
30 effect from and after its passage and approval by the Mayor.

31
32 
33 _____
34 Councilman
35

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by W. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 10-25-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
PASSED (~~LOSS~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-8-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2234-77 on the 8th day of November, 1977.
ATTEST: (SEAL) John Nuckols
Charles W. Westerman CITY CLERK John Nuckols PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of November, 19____, at the hour of 11:45 o'clock A M., E.S.T.
Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of November, 1977 at the hour of 10:00 o'clock _____ M., E.S.T.
Rahul Khushfaring
MAYOR

Bill No. S-77-10-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with AMFED SERVICE CORP., for construction of a
sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

11-8-77 CONCURRED IN
DATE 11-8-77 CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Works Date September 20, 1977
From Philip R. Boller
Subject Agreement for Oversizing for Sewer Extension Through Papermill Bluffs, --
Sections I and II.

Enclosed for your and councilmanic approval is an agreement for the extension of an 18" diameter sanitary sewer through subject development. Within the agreement, the construction costs of the 18" diameter sewer to serve the City's needs is represented to be \$45,647.50 composed of \$24,750.00 for oversizing construction costs at the request of the City; and \$21,062.50 for "local construction costs" to satisfy the Developer's needs.

In lieu of actually receiving a cash outlay in the amount of \$24,575.00 from City Utilities for the oversizing costs, the developer wishes to receive the following credits:

1. The area connection fees on Papermill Bluffs, Sections I and II established by Res. #61-140-11.
2. The 6" diameter sanitary sewer house tap permit of \$35.00 per lot within Papermill Bluffs, Section I and II.
3. Sewer inspection costs for all sewers.

Also within the document, the developer wishes to recoup a portion of the "local construction costs" that would be borne by him for the offsite area between the St. Joe Interceptor and the East boundary line of Papermill Bluffs, Section I., as shown on Exhibit "A" within the document.

We recommend the Board of Works to approve subject agreement and if they concur, please issue Board Order with the caption:

"Papermill Bluffs, Section I - Offsite ~~AS~~ Sanitary Sewer Main #1".

Should you have any questions, please contact Duane Embury or the undersigned.

Very truly yours,

Philip R. Boller

Philip R. Boller, P. E.
Chief Water Pollution Control Engineer

PRB/DE/rh
encl.

NOTED

HP.W.

ELQ

M.G.S.

Date

SEP 21 1977
COPIES TO:

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 19th day of October, 1977, by and between AMFED SERVICE CORP., hereinafter referred to as "Developer", and CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Description of Sanitary Sewer Main #1:

Commencing at the existing Manhole #7 on the St. Joe Interceptor sewer located approximately 2000' south of St. Joe Center Rd. and west of the St. Joe River. The above-referenced manhole is also Manhole #1 at Station 2 + 70 in the Papermill Bluffs, Section I Sewer Project. Thence continuing northwesterly 68 degrees, 18 minutes, 35 seconds, a distance of 130' to Manhole #2 located at Station 4 + 00; thence continuing northeasterly 21 degrees, 41 minutes, 25 seconds, a distance of 185' to Manhole #3 located at Station 5 + 85; thence continuing northwesterly 54 degrees, 3 minutes, 43 seconds, a distance of 232.2' to Manhole #4 at Station 8 + 15; thence continuing north 51 degrees 18 minutes, 35 seconds west, a distance of 440' to Manhole #5 at Station 12 + 55. Said Manhole also located approximately 20' south of the northeast corner of Lot 26, Papermill Bluffs, Section I. Thence continuing northwesterly a distance of 400' to Manhole #6 at Station 16 + 55, said Manhole located approximately 35' southwest of the northeast corner of Lot 31. Thence northerly 190' to Manhole #7 located approximately 30' west of the northwest corner of Lot 32; thence northwesterly 300' to Manhole #8 at Station 21 + 45, said Manhole located 20' west of the south property corner of Lot 68. Said Manhole #8 terminates Sanitary Sewer Main #1.

Said sewer to be 18" in diameter and constructed in accordance with plans, specifications and profiles now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities of the City and titled as PAPERMILL BLUFFS, SECTION I, Sanitary Sewer, which plans, specifications, profiles are by reference incorporated herein and made a part of this agreement. Said sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the total cost of construction of said Sewer is represented to be \$45,637.50 composed of \$24,575.00 for oversizing construction costs at the request of the City; and \$21,062.50 for "local" construction costs to satisfy the Developer's needs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

I. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by the City which shall have the right to halt construction if there shall be noncompliance therewithin. Said Sewer shall not be deemed permanently connected into the Sewer system of the City until final acceptance by the City. Upon completion, said Sewer shall become the property of the City and City shall accept sewage therefrom, subject to such sewage treatment charges and tap-in fees as may now or hereinafter be regularly established by the City, and all further maintenance shall be borne by the City.

II. COST OF CONSTRUCTION

The cost of construction shall be assigned as follows:

A. The total construction cost and engineering services shall be provided initially by the Developer. The amount of oversizing is based on competitive bids received between an 8" and 18" diameter sewer Main #1 from Station 2 + 70 to Station 21 + 45 of Papermill Bluffs, Sec. I sanitary plans.

B. The oversizing cost of construction will be borne by the City. As the Developer will pay initially for the total cost of construction, the City will credit the Developer in the amount of \$24,750.00 for the oversizing cost upon acceptance of the above described Sewer based on the following:

1. The acreage assessment for Papermill Bluffs Section I based on the following; the total "plat" acreage of 24.54 acres less the acreage for street right-of-way (4.48 acres) and less the acreage set aside for the park within plat (0.64 acres), leaving a net assessable area of 20.0 acres. This 20.0 acres is subject to the area connection fees at \$475.00 per acres X 20.0 per acre = \$9500.00 due City
2. The acreage assessment for Papermill Bluffs Section II, which is as follows: The total plat acres of 21.12 less the acreage for street right-of-way (3.27 acres) and less the area set aside for the part (3.7 acres) leaving a net assessable acreage of 14.15 acres. This 14.15 acres is subject to the area connection fees of \$475.00 per acre established by Res. 61-140-11. Therefore, \$475.00 per acre X 14.15 per acre = \$6707.10 due City
3. The 6" Sanitary Sewer house tap permit fees of \$35.00 per lot for Papermill Bluffs Section I and II which has a maximum of 135 lots therefore, \$35.00 per lot X 135 lots = \$4725.00 due City
4. The remaining portion of oversizing cost of \$3642.90 shall be credited by the City to the Developer, against the cost of inspection for 18" sanitary sewer Main #1 and onsite Sanitary and Storm Sewers for Papermill Bluffs, Section I. Any remaining balance shall be paid by the Developer.

III. CHARGE AGAINST ACCESS AREA

The said Sewer, when constructed, will also serve additional or excess areas identified as Zone I, and shown on attached Exhibit "A". In the event any present or future owners of said exhibited excess area noted as Zone I shall, at any time, within fifteen (15) years, after the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral lines to service such land, City, through its duly constituted authorities, before permitting such use, shall require, by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City, in addition to the cost of standard area connection tap-in and inspection fees, a local connection charge of 0.0595 cents/ S.F. which represents the pro-rata share of the local Sanitary Sewer to serve the Developer and for the area within Zone I, as shown in the attached Exhibit "A". All monies so collected by the City for the Developer shall be paid by City to Developer within sixty (60) days of the receipt thereof by City.

IV. AREA OF DEVELOPER

Said Sewer when accepted by the City will serve the following described real estate: that land platted as Papermill Bluffs, Section I, and II, as described in Exhibit "B" and located within the Northwest Quarter of Section 19, St. Joseph Township, and in the Northeast Quarter of Section 24, Washington Township containing a gross acreage of 45.66 acres. (See Sheet 7).

As the Developer will pay for the total cost of construction of said Sewer in accordance with aforesaid Paragraph #2, no charge or assessment is made by this agreement against the above described real estate for the construction of said Sewer by the present or future owners of said real estate, only as to such

standard monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

V. FUTURE USE OF SEWER

In the event any present or future owner of adjoining area shall at any time after the date of this Agreement desire to use said Sewer or any extension thereof whether by direct tap or through the extension or connection of lateral or local lines to service such land, the City shall receive a connection fee of \$475.00 per acre area connection fee due City for Res. 61-140-11 recorded by Instrument No. 74-22909.

VI. BOND

The Developer shall furnish a satisfactory Maintenance Bond for 25% of the value of the Sanitary Sewer Main #1 which shall guarantee said Sewer against defects for a period of one year from the date of final acceptance of said Sewer by the City.

VII. LIMITATION OF USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste water.

VIII. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Section 48-3963, 3964, and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

IX. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first written above.

DEVELOPER:

AMFED SERVICE CORPORATION

BY: Roger A. Steup
Roger A. Steup, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

STATE OF INDIANA)

)SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of September, 1977, personally appeared AMFED SERVICE CORPORATION, an Indiana Corporation, by Roger A Steup, its President and acknowledged the execution of the foregoing Agreement for Sewer Extension to be the voluntary act and deed of said corporation, and of said officers, for the uses and purposes therein contained.

WITNESS my hand and official seal.

Gina L. Sparks Notary Public

My Commission Expires:

August 16, 198-

CITY OF FORT WAYNE

By: (Robert Armstrong) Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
(Henry P. Wehrenberg) Chairman

By: Ethel A. LaMar
(Ethel A. LaMar) Member

By: Max G Scott
(Max G Scott) Member

ATTEST :

Alveta Miller
Clerk

Associate City Attorney

APPROVED AS TO FORM AND LEGALITY
Harry J. Bonbr
 CITY ATTORNEY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

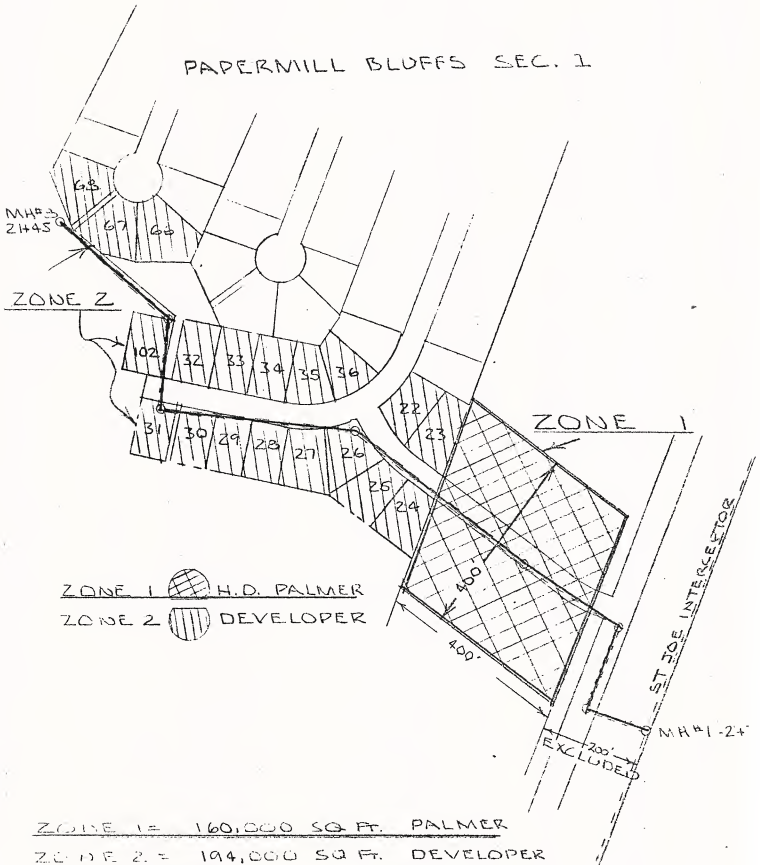
Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 197____, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman; Ethel LaMar, and Max G. Scott, Members of the Board of Public Works of the City of Fort Wayne who acknowledge the foregoing agreement for Sewer Extension to be their voluntary act and deed for the uses and purposes therein contained.
WITNESS my hand and official seal.

Notary Public

My Commission Expires:

This document prepared by
Oren Sessions.

EXHIBIT "A"



ZONE 1 = 160,000 SQ. FT. PALMER

ZONE 2 = 194,000 SQ. FT. DEVELOPER

TOTAL

354,000 SQ. FT.

$\$21,062.50 \div 354,000 \text{ SQ. FT.} = \$0.0595 \text{ PER SQ. FT.}$

THE ZONE 1 CONTRIBUTION IS TO BE $\$9,519.77$

BASED UPON 160,000 SQ. FT. @ $\$0.0595 / \text{SQ. FT.}$

EXHIBIT "B"

Part of the Northeast quarter of Section 24, Township 31 North, Range 13 East, together with part of the Northwest quarter of Section 19, Township 31 North, Range 13 East, more particularly described as follows: Commencing at a brass pin at the Northwest corner of Section 19, Township 31 North, Range 13 East, Allen County, Indiana, said corner also being the center-line of St. Joe Center Road; thence South 00 degrees 38 minutes 14 seconds West along the West line of the said Northwest quarter a distance of 45.00 feet to a point on the South line of the highway right-of-way; thence South 89 degrees 50 minutes 00 seconds East (assumed) along the South line of said Road right-of-way a distance of 181.56 feet; thence departing from said right-of-way line South 44 degrees 30 minutes 46 seconds East a distance of 106.47 feet; thence South 54 degrees 02 minutes 02 seconds East a distance of 542.88 feet; thence South 34 degrees 14 minutes 00 seconds East a distance of 337.39 feet to a point; thence South 21 degrees 41 minutes 25 seconds West a distance of 928.66 feet;

Thence; south 21 degrees 41 minutes 25 seconds West along the said Northwesterly line of the Northhill Tract a distance of 129.30 feet to a point; South 89 degrees 42 minutes 00 seconds West along the said Northerly line a distance of 85.0 feet; thence North 25 degrees 00 minutes 00 seconds West a distance of 230.0 feet; thence North 70 degrees 00 minutes 00 seconds West a distance of 160.0 feet; thence South 72 degrees 30 minutes 00 seconds West a distance of 140.0 feet; thence North 58 degrees 30 minutes 00 seconds West a distance of 185.0 feet; thence South 78 degrees 30 minutes 00 seconds West a distance of 110.0 feet; thence South 39 degrees 20 minutes 48 seconds West a distance of 63.09 feet to a point; thence North 50 degrees 39 minutes 12 seconds West a distance of 683.18 feet; thence North 00 degrees 44 minutes 00 seconds East a distance of 981.85 feet to a point on the aforementioned South right-of-way of St. Joe Center Road; thence South 89 degrees 41 minutes 42 seconds East along said South right-of-way line a distance of 792.98 feet to the point of beginning containing 45.66 acres of land, more or less.

7658.50

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION THROUGH
PAPERMILL BLUFFS, SECTIONS I AND II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 8-77-10-33.

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION THROUGH PAPERMILL BLUFFS,
SECTIONS I AND II WITH AMFED SERVICE CORPORATION, DEVELOPER.

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE SEWER SERVICE TO PAPERMILL BLUFFS, SECTION I AND II

EFFECT OF NON-PASSAGE UNABLE TO CONSTRUCT SEWER EXTENSION AS PLANNED FOR AREA

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO PAY \$24,750.00 WITH CREDIT FOR	
(1) PAPERMILL BLUFFS, SEC. I	(2) PAPERMILL BLUFFS, SECTION
THE FOLLOWING: ACREAGE ASSESSMENT \$9500.00,	ACREAGE ASSESSMENT \$6707.10
(3) 6" SANITARY SEWER HOUSE	(4) REMAINING PORTION OF OVERSIZING COST OF
TAP PERMIT FEES, \$35.00 PER LOT	\$3642.90 SHALL BE CREDIT BY CITY TO
\$4725.00	DEVELOPER, AGAINST THE COST OF INSPECTION
	FOR 18" SANITARY SEWER MAIN #1 & ONSITE &
	STORM SEWERS FOR PAPERMILL BLUFFS, SEC. I